The only substantial difference between renewals and extensions is in the method of their initiation. The former require the execution of a new lease. *Thiebaud* v. *First National Bank*, 42 Ind. 212. See 2 UNDERHILL, LANDLORD AND TENANT, § 803. Merely holding over will effect an extension. *Callahan Co.* v. *Michael*, 45 Ind. App. 215, 90 N. E. 642. See *Andrews* v. *Marshall Co.*, 118 Iowa, 595, 597, 92 N. W. 706, 707. In the absence of express stipulation for a new lease, the court must construe the old lease to determine which of these situations the parties had in mind. *Orton* v. *Noonan*, 27 Wis. 272. "Renew" and "extend" are used interchangeably by many business men; it is not, therefore, obligatory to give them their technical meaning. *Insurance Bldg. Co.* v. *National Bank*, 71 Mo. 58. *Cf. Harding* v. *Seeley*, 148 Pa. St. 20, 23 Atl. 1118. Courts are undoubtedly influenced by the fact that the execution of a new lease is expensive, and the only purpose that it can serve is to give notice that the option is to be exercised. Since this purpose can be accomplished by providing in the lease for such notice, there is a tendency to hold that an extension was intended, unless a contrary intent clearly appears. The mere use of the word "renew" is not enough. See UNDERHILL, *supra*.

LITERARY PROPERTY — RIGHTS OF ASSIGNEE — INFRINGEMENT OF COMMON-LAW RIGHT TO THE FIRST PUBLICATION. — The composer of a song sold all his rights therein to the plaintiff. He thereafter copyrighted the song, sold copies in conjunction with another defendant, and licensed other defendants to reproduce the song upon phonograph records. The plaintiff sues to enjoin all the defendants, and for an accounting. The defendants demur on the ground that the complaint does not state a cause of action. *Held*, that the demurrers be overruled. *Kortlander* v. *Bradford* 190 N. Y. Supp. 311 (Sup. Ct.).

For a discussion of the principles involved, see NOTES, *supra*, p. 599.

PARTNERSHIP — DUTIES OF PARTNERS *INTER SE* — SECRET AGREEMENT FOR FUTURE PARTNERSHIP WITH LESSOR OF FIRM PREMISES. — A bill in equity alleged that the plaintiffs and the defendant as partners had operated a profitable billiard parlor on leased premises; that shortly before the expiration of the lease, there being no option to renew, the defendant secretly persuaded the lessor not to renew to the firm, but to agree to run the business in partnership with the defendant; and that the plaintiffs were induced by the defendant to dissolve the partnership and sell the business and effects to the lessor at less than their worth, with no allowance for good will. The plaintiffs prayed an accounting and a declaration that they were entitled to their share of the defendant's subsequent profits. A demurrer was sustained below. *Held*, that the decision be affirmed. *Stewart* v. *Ulrich*, 201 Pac. 16 (Wash.).

In dealing with each other, partners must act in the utmost good faith. See *Blisset* v. *Daniel*, 10 Ha. 493, 522, 536; *Holmes* v. *Darling*, 213 Mass. 303, 305, 100 N. E. 611, 612; *Hollowell* v. *Satterfield*, 185 Ky. 397, 400, 401, 215 S. W. 63, 65; LINDLEY, PARTNERSHIP, 8 ed., 364; BURDICK, PARTNERSHIP, 3 ed., 320. If during the continuance of the firm the defendant had secretly secured for himself a renewal of the firm lease, he would hold it in constructive trust for the firm, even though it was to begin after the firm's dissolution. *Featherstonhaugh* v. *Fenwick*, 17 Ves. 298; *Mitchell* v. *Reed*, 61 N. Y. 123. *Cf. Struthers* v. *Pearce*, 51 N. Y. 357; *Knapp* v. *Reed*, 88 Neb. 754, 130 N. W. 430. It makes no difference that the lessor would not have renewed to the firm or to the other partners. See *Featherstonhaugh* v. *Fenwick*, *supra*, at 301, 312; *Mitchell* v. *Reed*, *supra*, at 139. Instead of a renewal, the defendant secured an interest in the premises equivalent in substance to a renewal, by virtue of the lessor's agreement to form a partnership. Even if, as the court says, this case does not fall exactly within the category of the renewal cases, it is still true that the

defendant secured for himself the benefit of a contract which should have inured to the firm; and he should account therefor. *Miller* v. *O'Boyle*, 89 Fed. 140 (Circ. Ct., W. D. Pa.); *Williamson* v. *Monroe*, 101 Fed. 322 (Circ. Ct., W. D. Ark.); *Holmes* v. *Darling*, 213 Mass. 303, 100 N. E. 611. *Cf.* as to joint adventures, *May* v. *Hettrick Bros. Co.*, 181 App. Div. 3, 167 N. Y. Supp. 966; *Stem* v. *Warren*, 185 App. Div. 823, 174 N. Y. Supp. 30. See *Mitchell* v. *Reed*, *supra*, at 126, 137; LINDLEY, *op. cit.*, 366. The account should include the good will of the business. *Cf. Donleavey* v. *Johnston*, 24 Cal. App. 319, 141 Pac. 229. It should include the difference between the price actually paid for the partnership chattels, and their fair value; for a partner may not purchase firm personalty without making a full disclosure. *Jones* v. *Dexter*, 130 Mass. 380. Moreover, since a full disclosure was not made, the adjustment of accounts between the partners cannot be considered final. *Krebs* v. *Blankenship*, 73 W. Va. 539, 80 S. E. 948. *Cf. Stem* v. *Warren*, *supra*; *Jones* v. *Waring*, 200 Pac. 908 (Oreg.). So the recovery should include a share of the defendant's profits. *Filbrun* v. *Ivers*, 92 Mo. 388, 4 S. W. 674. But see 33 HARV. L. REV. 1070, 1075.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — DISCRIMINATION BY TERMINAL COMPANY BETWEEN TRANSFER COMPANIES. — A railroad commission, seeking mandamus to compel the performance of its order, alleged: that the defendant terminal company checked baggage on claim checks issued by one transfer company, but required identification of baggage by passengers employing other companies; that the commission had found this practice an unreasonable discrimination against the latter passengers; that it had ordered the defendant to issue triplicate checks to all licensed transfer agents in the city, and to check baggage on receipt of stubs. It did not allege that the defendant had corporate power to instal the required checking system. *Held*, that the writ be quashed. *State* v. *Jacksonville Terminal Co.*, 89 So. 641 (Fla.).

It would seem that power to instal the checking system might fairly be implied from the defendant's charter as a terminal company. *Jackson Lumber Co.* v. *Trammell*, 199 Ala. 536, 74 So. 469; *Jacksonville, etc. Ry. Co.* v. *Hooper*, 160 U. S. 514. See 1 MORAWETZ, PRIVATE CORPORATIONS, 2 ed., §§ 320, 362, 364, 365, 367a. The defendant would probably, by reason of its economic situation, be subject even at common law to the duties of a business "affected with a public interest." *Cf. Watts* v. *Boston & Lowell R. R. Corp.*, 106 Mass. 466; *Inter Ocean Publishing Co.* v. *Associated Press*, 184 Ill. 438, 56 N. E. 822. Certainly the legislature may, as it has done, subject it to such duties, including the duty not to discriminate unfairly among those whom it serves. See 1920 FLA. REV. GEN. STAT., §§ 4616, 4617, 4618; *State* v. *Jacksonville Terminal Co.*, 41 Fla. 377, 27 So. 225. It may be argued that a *bona fide* refusal to exchange its receipts for the receipts of any transfer company except those it has reason to trust should not be regarded as unfair discrimination; that it is an incidental discrimination, designed to improve service, and is no more objectionable than the practice of excluding certain hack companies, for instance, from the defendant's premises. *Cf. Clisbie* v. *Chicago, R. I. & G. Ry. Co.*, 230 S. W. 235 (Tex. Civ. App.); *Thompson's Express & Storage Co.* v. *Mount*, 111 Atl. 173 (N. J.); *Missouri Pacific R. R. Co.* v. *Kohler*, 107 Kan. 673, 193 Pac. 323. *Cf.* 12 HARV. L. REV. 280. Probably, however, the purpose of the discrimination is less protection than monopoly. The commission found it unfair. The court seems to have denied this finding the consideration to which it is entitled. See 1920 FLA. REV. GEN. STAT., § 4618; *State* v. *Florida East Coast Ry. Co.*, 67 Fla. 83, 64 So. 443.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — STRIKE AS AN EXCUSE FOR FAILURE TO FURNISH SERVICES. — A statute imposes upon electric